

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS DEPARTMENTS

**PROJECT MANUAL:
COOPERATIVE BID FOR ROAD MAINTENANCE SALT
*INVITATION FOR BID #11-13***

**SEPTEMBER 2010
Setti D. Warren, Mayor**

THE CITY OF NEWTON
Purchasing Department
1000 Commonwealth Avenue
Newton Centre, Massachusetts 02459
(617) 796-1220 / Fax (617) 796-1227/TDD-TTY (617) 796-1089
purchasing@newtonma.gov

INVITATION FOR BIDS – ROAD MAINTENANCE SALT

September 9, 2010

Invitation For Bid No. 11-13

SEALED BIDS on the original of this form shall be received at the office of the Purchasing Agent, City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 **until 10:00 a.m. on September 23, 2010**, and at that time and place will be publicly opened and read.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids after: **10:00 a.m., September 9, 2010**. Bidders are responsible for downloading the specifications from the City's web site at www.ci.newton.ma.us/bids. Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 10-86) they have downloaded.

Successful bidder will be required to furnish a Performance bond with surety satisfactory to the City.

THE CITY OF NEWTON, MASSACHUSETTS

By: Rositha Durham



Interim Chief Procurement Officer

FAXED BIDS ARE NOT ACCEPTABLE AS LEGAL BIDS BY THE CITY OF NEWTON.

Cooperative Bid for **Towns of Arlington, Belmont, Brookline, Watertown, and Weston, and Cities of Cambridge, Waltham and Newton** seeking bids for a firm fixed cost for **Road Maintenance Salt** for the period from **October 1, 2010** through **June 30, 2011**. (Each City and Town will be responsible for its own contract and/or purchase orders with the successful vendor).

Awarded vendor must provide a phone number where a dispatcher will be available 24 hrs. a day, 7 days a week during the months of November, December, January, February, March, and April (answering machines, answering services, or voice mail will not be accepted to meet this requirement).

Shipments are to be made at such times and in such quantities as may be directed.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

BIDDERS INFORMATION

Company Name: _____ Contact Name: _____

Street Address: _____ Signature: _____

City, St., Zip: _____ Title: _____

Telephone: _____ FAX: _____ Date: _____

END OF SECTION

CITY OF NEWTON

COOPERATIVE PURCHASE OF ROAD SALT

BID FORM #11-13

Bidder acknowledges the following Addenda _____, _____, _____, _____

Forty Six Thousand Five Hundred (52,000) tons **ROAD MAINTENANCE SALT**, screened to CC size bulk, (more or less).
Please quote on the following:

PRICE SCHEDULE

- | | |
|--------------------------------------|---------------------|
| 1. Delivered - Road Maintenance Salt | \$_____ per ton |
| 2. Picked-up – Road Maintenance Salt | \$_____ per ton |
| 3. Calcium Chloride | \$_____ per 80# bag |
| Dow “Pelladow” or equal | \$_____ per 50# bag |

Brand Name: _____

- | | |
|---|---------------------|
| 4. Industrial Grade Urea Pellets - 50# bags | \$_____ per 50# bag |
| 5. ALTERNATE - Green Scapes Ice Melting | \$_____ per 50# bag |

Brand Name: _____

Ten Thousand Five Hundred (10,500) tons **Road Salt Treated with ICE B’GONE™**.

- | | |
|---|-----------------|
| 6. Bulk Salt Treated with Ice-B-Gone™ * | \$_____ per ton |
|---|-----------------|

**No substitutes will be allowed for this product. Please refer to the attached ICE B’GONE™ Specifications and Material Data Safety Sheet.*

This bid is issued pursuant to Massachusetts General Laws, Chapter 7, Section 22B, Collective purchasing by political subdivisions, and Chapter 30B, the Uniform Procurement Act. The City of Newton is furnishing procurement administration for this bid. Each participating municipality will contract directly with the primary and secondary vendors. The City of Newton assumes no responsibility or liability for any other participating municipality.

The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature _____

Company Name _____ **Contact Person** _____
(Please print clearly)

Address _____ **City/State/Zip** _____

Phone / Fax _____ **Email Address** _____

END OF SECTION

THE CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

SCHEDULE OF QUANTITIES AND NUMBER OF DELIVERY LOCATIONS FOR EACH CITY AND TOWN:

CITY/TOWN	ESTIMATED QUANTITY REQUIRED		Delivery Locations	
	(MORE OR LESS)			
	<u>Road Maintenance Salt</u>	<u>Bulk Salt Treated with Ice-B-Gone™</u>		
Arlington	2,000 Tons	9,000 Tons		1
Belmont	3,000 Tons	5,000 Gallons		1
Brookline	6,000 Tons	0 (zero) Tons		1
Cambridge	8,000 Tons	0 (zero) Tons		1
Newton	14,000 Tons	0 (zero) Tons		2
Waltham	6,000 Tons	0 (zero) Tons		1
Watertown	8,000 Tons	0 (zero) Tons		1
Weston	5,000 Tons	1,500 Tons		1

SPECIAL CONDITIONS

Primary award shall be made to the lowest responsive and responsible bidder for each line item. A secondary award shall be made to the next lowest responsive and responsible bidder. Participating municipalities may at their discretion call upon the secondary vendor to deliver salt as requirements may dictate during the contract term. The price quoted herein shall apply to all such deliveries made. There shall be no guarantee as to the minimum percentage of a municipality's overall requirement ordered from the secondary supplier pursuant to this contract.

The following requirements apply to The City of Newton only.

1. In motor truck lots of approximately 20 tons, delivered to The City of Newton Yards at Elliot St., Newton Highlands: or Crafts St., Newtonville, MA
2. Each delivery maybe required to be weighed on City scales as directed.
3. Invoices must be itemized to match delivery tickets

CONTACTS

Arlington	Domenic Lanzillotti	Purchasing	781-316-3005	dlanzillotti@town.arlington.ma.us
Belmont	Peter Castanino	DPW	617-993-2680	jcarmony@town.belmont.ma.us
Brookline	Dave Geanakakis 4	DPW	617-730-2195	dgeanakakis@town.brookline.ma.us
Cambridge	Cynthia Griffin	Purchasing	617-349-4310	cgriffin@cambridgema.gov
Newton	Dave Turocy	DPW	617-796-1005	dturocy@newtonma.gov
Waltham	Jim McGrath	Purchasing	781-314-3000	jmcgrath@city.waltham.ma.us
Watertown	Raeleen Parsons	Purchasing	617-972-6414	rparsons@watertown.ma.gov
Weston	Bob Hoffman	DPW (ext. 11)	781-893-1263	hoffman.r@westonmass.org

CITY OF NEWTON

COOPERATIVE PURCHASE OF ROAD SALT

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

THE CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

SPECIFICATIONS FOR ROAD SALT

SODIUM CHLORIDE:

The Sodium Chloride shall be delivered in a free flowing and useable condition and shall conform to ASTM-D632 Specifications unless hereinafter specified otherwise, which shall be a Sodium Chloride (NaCl), minimum content of 95 percent.

GRADING OF SODIUM CHLORIDE:

The Sodium Chloride shall conform to the following requirements for particle size when tested by means of laboratory sieves:

Passing 7/16" sieve (Minimum)	100%
Passing 3/8" sieve	95-100%
Passing No. 4 (4760-Micron sieve)	20 - 90%
Passing No. 8 (2380-Micron sieve)	10 - 60%
Passing No. 30 (590 - Micron sieve)	0 - 10%

NOTE: Detailed requirements for these sieves are given in the Standard Specifications for sieves for Testing Purposes. (ASSHO Designation M92-42)

Inspection-Sampling-Testing Sodium Chloride:

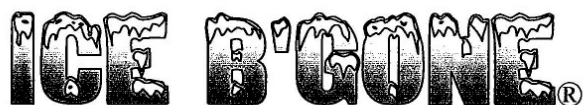
All testing shall be in accordance with current ASTM methods.

Deliveries:

All Sodium Chloride must be covered during transit with canvas or other suitable material and should be delivered in a dry condition. Sodium Chloride will be considered to be in a dry condition only when the water content does not exceed one-half (1/2) of one percent (0.5%) by weight. Water content over said one-half of one percent shall be considered excess and subject to adjustment therefore.

The laboratory report showing excess moisture on such accepted materials shall be furnished to the Vendor, and the Vendor shall reduce the invoice for the delivered materials by a weight equal to the weight of the excess moisture. Moisture content in excess of one percent (1.0%) by weight, may, in the judgment of the City, be cause for rejection of the material.

END OF SECTION



Specification for ICE B'GONE®

(1) Description

A liquid comprising specific ratios of Magnesium Chloride and ICE B'GONE -a quality controlled by-product of the alcohol distillation industry.

ICE B'GONE® is a complex aqueous solution containing carbohydrates, proteins and other organic moieties derived from fermentation and distillation processes of agricultural products together with magnesium chloride and other inorganic chlorides. It is a slightly viscous, brown liquid employed in deicing and anti-icing operations.

(2) Physical Properties

- (a) Density 1.27 to 1.29 grams per ml, typically 1.28 g per ml.
- (b) Weight per gallon (US) 10.6 to 10.75 lbs., typically 10.7 lbs.
- (c) Total solids (105° C) 53 to 56%, typically 54.6%.

(3) Chloride Contents

<u>Salt</u>	<u>Range (%)</u>	<u>Typical Value (%)</u>
Magnesium chloride	12.5 to 14.5	13.9
Calcium chloride	3.8 to 4.3	4.2
Sodium chloride	0.1 to 0.4	0.3
Potassium chloride	0.1 to 0.3	0.1
Total	16.5 to 19.5	18.5

(4) Miscellaneous Components

- (a) Sulfate content 1.5 to 2.5%, typically 2.1%.
- (b) Phosphorus content (as total P) 400 to 800 ppm, typically 500 ppm.
- (c) Cyanide CN^- , less than 0.02 ppm i.e. not detectable.
- (d) Nitrate NO_3^- , less than 100 ppm i.e. not detectable.

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1-888-847-3226

(5) Trace Metals Concentrations

Metal	Range (ppm)	Typical Value (ppm)
Aluminum	20 to 50	43
Arsenic	0.1 to 0.25	0.2
Barium	4 to 10	7.2
Beryllium	Less than 1.0	Less than 1.0
Cadmium	Less than 1.0	Less than 1.0
Cobalt	0.5 to 2.0	0.6
Chromium	Less than 1.0	0.5
Copper	5 to 15	10.0
Lead	Less than 10	1.3
Manganese	6 to 20	13.0
Mercury	Less than 0.005	Less than 0.004
Molybdenum	Less than 5.0	Less than 5.0
Nickel	Less than 1.0	0.3
Selenium	0.1 to 0.5	0.1
Silver	Less than 1.0	Less than 1.0
Vanadium	3 to 8	4.5
Zinc	2 to 6	2.7



...is safe to use around animals and humans. It does not affect skin, leather, clothing, or carpets. No special handling equipment is required.

...is water soluble and biodegradable.

...reduces the levels of sodium and chloride ion exposure to wells, vegetation, surface water.

...eliminates the need for sand, a major source of phosphorus and PM-10 contamination.

Sears warrants that ICE B'GONE® shall be fit for the purpose for which such goods are ordinarily intended. Such warranty is in lieu of all other warranties, express or implied, all of which are hereby disclaimed and excluded by Sears. In no event shall Sears be liable for any special, indirect, incidental or consequential losses or damages of any kind.

This technology is covered by various US and foreign patents which are owned by:
Sears Ecological Applications Company, LLC (SEACO) and Sears Petroleum and Transport Corp. (SEARS) 1914 Black River Blvd, Rome, NY 13440 1-888-4-SEACO - 1-888-847-3226

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1-888-847-3226

September 2005



SEARS
ECOLOGICAL
APPLICATIONS
COMPANY, LLC



ENVIRONMENTALLY
SAFE AND SOUND ROAD MAINTENANCE

ICE B'GONE® (DCS) FREEZING POINTS AND SPECIFIC GRAVITY

Prepared by RA Hartley, FRSC, Consulting Chemist, August 29, 2005

Mixing Ratios by Volume		Specific Gravity	Freezing Point °F
ICE B'GONE® (DCS) gallons	Dilution with Water US Gallons		
100	Nil	1.275	-31
95	5	1.261	-20.5
90	10	1.247	-14.5
85	15	1.234	-10.0
80	20	1.220	-6.0
75	25	1.206	-2.0
70	30	1.192	+1.5
65	35	1.179	+4.5
60	40	1.165	+7.0
55	45	1.151	+10.0
50	50	1.137	+12.5
45	55	1.124	+15.0
40	60	1.110	+17.0
35	65	1.096	+19.0
30	70	1.082	+21.0
25	75	1.069	+23.5
20	80	1.055	+25.5
15	85	1.041	+27.0
10	90	1.027	+29.0
5	95	1.014	+30.5
0	100	1.000	+32.0

CORPORATE OFFICES 1914 BLACK RIVER BLVD. ROME, NEW YORK 13440
PH. 1-888-4-SEACO FAX 315-337-0117

Sears Ecological Applications Co., LLC. 1914 Black River Blvd., Rome, NY 13440
1-888-847-3226

Bodycote MATERIALS TESTING CANADA INC.

www.bodycote.ca

2395 SPEAKMAN DRIVE, MISSISSAUGA, ONTARIO CANADA L5K 1B3 • TEL: (905) 822-4111 • FAX: (905) 823-1446

Client: Sears Petroleum & Transport Corp.

Certificate of Analysis

No.: 06-0621

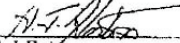
Date: July 17, 2006

Attention: Dave Wood
1914 Black River Blvd.
Rome, New York
U.S.A. 13440

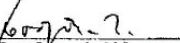
	Ice B' Cone Magie-0	New York State Specifications	PNS 2006 Specifications
Arsenic	<2.0ppm	5.00ppm	5.0 ppm
Barium	0.33ppm	75.00ppm	100.0 ppm
Calcium	417ppm		
Cadmium	<0.2ppm	0.20ppm	0.20 ppm
Chromium	<0.5ppm	0.50ppm	1.0 ppm
Copper	<0.5ppm	0.50ppm	1.0 ppm
Iron	70ppm		
Lead	2.3ppm	1.0ppm	1.0 ppm
Magnesium	45250ppm		
Mercury	<0.01ppm	0.05ppm	0.05 ppm
Potassium	21370ppm		
Phosphorous	106ppm	250ppm	2500ppm
Selenium	<5ppm	5.00ppm	5.0 ppm
Sodium	13200ppm		
Zinc	11ppm	10.0ppm	10.0 ppm
Chloride	175800ppm		
Cyanide (total)	<0.15ppm	0.20ppm	0.20 ppm
pH	6.8	3.2 to 7.0	6.0 to 9.0
Magnesium chloride	17.8%	13.0 to 24%	>25%
Dissolved Solids @ 105C	50%	35% Minimum	
Specific Gravity @ 25C	1.28		
Settleable Solids	1.0%	<1.0%	<1.0%
Freezing Point	-29°C (-20.2°F)	-20°F (-28.8°C)	
Corrosion			
Effectiveness	19.3	<30%	<30%
MPY Mile/Year	9.65	<13.5	<13.5

Bodycote Materials Testing Canada Inc.

Prepared by:


A. J. Horton
Scientist
Health Sciences

Reviewed by:


Doug Jovanovic, M.Sc.
Manager, Pharmaceutical Chemistry
Health Sciences

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Sears Ecological Applications Co, LLC

MATERIAL SAFETY DATA SHEET

Distillers Solubles/Magnesium Chloride

SECTION I - MATERIAL IDENTIFICATION AND USE:

MATERIAL NAME DCS ₅₀ , ICE B'GONE, Magic	CLASSIFICATION/WHMIS Not Controlled
MANUFACTURERS' NAME AND ADDRESS Sears Petroleum & Transport Corp 1914 Black River Blvd, Rome, NY 13440	EMERGENCY PHONE NUMBERS (315) 337-1232

CHEMICAL NAME Magnesium Chloride and Distillers Condensed Solubles (DCS)	CHEMICAL FAMILY N/A	CHEMICAL FORMULA N/A
TRADE NAMES & SYNONYMS Distiller Solubles, DCS, ICE B'GONE, Magic, Magic -0, M-50, Bare Ground	MOLECULAR WEIGHT N/A	MATERIAL USE Deicing, anti-icing

SECTION II - HAZARDOUS INGREDIENTS OF MATERIAL:

CHEMICAL IDENTITY	CONCENTRATION %	C.A.S.#	LD50	LC50
Magnesium Chloride	50%	7786-30-3	N/A	N/A
Distillers Condensed Solubles	50%	56-21-5	N/A	N/A

SECTION III - PHYSICAL DATA:

PHYSICAL STATE Liquid	ODOR AND APPEARANCE Brown liquid, pleasant odor	ODOR THRESHOLD N/A
SPECIFIC GRAVITY 1.26	VAPOR PRESSURE (mm) N/A	VAPOR DENSITY N/A
EVAPORATION RATE Slightly slower than water	BOILING POINT(C) 105° approx	FREEZING POINT(C) -30°
SOLUBILITY IN WATER (20C) Soluble in water	%VOLATILE (BY VOLUME) N/A	pH 3.5-4.5

SECTION IV - FIRE & EXPLOSION HAZARD:

FLAMMABILITY No	IF YES, UNDER WHAT CONDITIONS N/A
MEANS OF EXTINGUISHING N/A	SPECIAL PROCEDURES None
FLASHPOINT (C) & METHOD VOLUME) N/A	UPPER EXPLOSIVE LIMIT (% BY VOLUME) None
LOWER EXPLOSIVE LIMIT (% BY VOLUME) N/A	AUTO IGNITION TEMPERATURES (°C) N/A
UNUSUAL FIRE AND EXPLOSION HAZARDS None	

SECTION V - REACTIVITY DATA:

CHEMICAL STABILITY: Stable	CONDITIONS TO AVOID: None
INCOMPATIBILITY: No	REACTIVITY: None
HAZARDOUS DECOMPOSITION PRODUCTS: None	

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SECTION VI - HEALTH HAZARD DATA:

Routes of Entry	Health Hazards	Effects of Exposure to Material	First Aid (Section VIII)
Eyes	Yes	May cause irritation of tissue.	Flush eyes promptly with fresh water for 10 minutes. Seek medical attention.
Skin	Yes	May cause slight irritation.	Wash promptly with warm fresh water and mild soap.
Inhalation	Unlikely - Only if the form of very fine spray mist.	Vapors non-irritant. Fine particles from spray mist only may cause irritation of nasal and bronchial passages.	Remove to fresh air.
Ingestion	Unlikely - Has very bitter taste and emetic properties.	May cause vomiting and tissue irritation.	Rinse mouth out with fresh water. Seek medical attention.

HEALTH HAZARDS OF ACUTE EXPOSURE TO MATERIAL:Very low toxicity LD₅₀ (oral rat): 8100 mg/kg**EFFECTS OF CHRONIC EXPOSURE TO MATERIAL: N/A****EXPOSURE LIMITS:** N/A**SENSITIVITY OF MATERIAL:** Does not occur**IRRITANCY OF MATERIAL:** N/A**SYNERGISSTIC MATERIALS:** None**CARCINOGENICITY, REPRODUCTIVE EFFECTS, TERATOGENICITY, and MUTAGENICITY:** None**SECTION VII - PREVENTATIVE MEASURES:****PERSONAL PROTECTIVE EQUIPMENT:**

GLOVES: Rubber gloves recommended

EYES: Safety goggles recommended

OTHER: None

RESPIRATORY: None

ENGINEERING CONTROL: N/A**LEAK AND SPILL PROCEDURE:** Flush small amounts to drain, collect large amounts and mix with road sand.**WASTE DISPOSAL:** Rinse to sewer**HANDLING PROCEDURES & EQUIPMENT:** Wash skin and equipment with water**STORAGE REQUIREMENTS:** Avoid aluminum tanks**SPECIAL SHIPPING INFORMATION:** DOT – not restricted, not listed as toxic chemical order 40 CFR section 372.65.**ENVIRONMENTAL IMPACT:** Has no environmental impact due to very low phosphorus content (less than 100 ppm)**SECTION VIII – FIRST AID MEASURES (See above)****SECTION IX - PREPARATION DATE OF MSDS:****PREPARED BY**

Sears Ecological Applications Co, LLC

TELEPHONE #

(315) 337-1232

PREP DATE

June 2002

SUPERSEDES

January 1999

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CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and Included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from data correct invoices is received by the City, if the latter date is later than the date of delivery.
6. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the co-ops best estimates of the supplies to be provided during the term of this Contract, the co-op does not expressly or by implication agree that the actual amount of tons ordered will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of product it may deem necessary, without change of price per unit of quantity.
7. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonable delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
8. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent right. In case such material, equipment or apparatus, or any part thereof, in any suit is held to constitute infringement, the Seller within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment apparatus, and refund the sums paid therefor.
9. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
10. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such Taxes. Tax exemption certificates will be furnished upon request.
11. If so stated in the Invitation for Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
12. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do sol will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days of execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
13. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
14. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

15. "Equality – An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specification and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified the Vendor shall assume the cost of any responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions, of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies, A copy of this plan may be obtained from the Purchasing Department.

17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The Vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDS

and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617 727-2834) for \$2.00 plus \$.65 postage.

18. Insurance Requirements

- A. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract including options, if exercised.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c..149, s. 34 and c..152 as amended

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

- B. The Owner shall be named as additional insured on the Contractor's Liability Policies.
- C. The Contractor shall not commence the work until proof of compliance with this section has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued By a company authorized to write insurance in the Commonwealth. This certificate shall indicate that all required coverage is in force.
- D. Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall Not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the Owner is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

END OF SECTION